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Electronically Filed on \_\_\_\_\_

9 and

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16 Bank of America, National Association as seccessor by merger to LaSalle Bank National Association, as  
17 Trustee for the C-Bass Mortgage Loan Asset-BACKed Certificates, Series 2006-CB7  
18 09-76691

19 **UNITED STATES BANKRUPTCY COURT**  
20 **DISTRICT OF NEVADA**

21 In Re:

BK-S-09-27958-mkn

22 Ashley A. Gebow

Date: 11/4/09

Time: 1:30pm

Chapter 7

Debtor.

23 **MOTION FOR RELIEF FROM AUTOMATIC STAY**

24 Bank of America, National Association as seccessor by merger to LaSalle Bank National  
25 Association, as Trustee for the C-Bass Mortgage Loan Asset-BACKed Certificates, Series 2006-CB7,  
26 Secured Creditor herein, ("Secured Creditor" or "Movant" hereinafter), alleges as follows:

1. That on or about September 25, 2009, the above named Debtors filed their current  
Chapter 7 Petition in Bankruptcy with the Court.

1           2.       Secured Creditor is the current payee of a promissory note dated June 1, 2006 in the  
2 principal sum of \$288,920.00 ("Promissory Note" herein), secured by a Real Property Trust Deed of  
3 same date ("Trust Deed" herein) upon property generally described as 6681 Rumba Court, Las Vegas,  
4 NV 89139, and legally described as follows:

5               Lot 235, in Block I of SONATA WITHIN PINNACLE PEAKS PHASE I, as shown by map  
6 thereof on file in Book 112 of Plats, Page 61, in the Office of the County Recorder of Clark  
County, Nevada.

7 ("subject property" herein).

8           3.       Secured Creditor is informed and believes, and, based upon such information and belief,  
9 alleges that title to the subject property is currently vested in the name of Debtor.

10           4.       Movant is informed and believes and therefore alleges that the Debtor and the  
11 bankruptcy estate have no equity in the property. Pursuant to Debtors statement of intentions the  
12 debtor intends on surrendering his interest in the subject property. A true and correct copy of the  
13 Debtor's Statement of Intention is attached hereto as Exhibit "A".

14           5.       Movant is informed and believes and therefore alleges that the Debtor and bankruptcy  
15 estate have insufficient equity in the property. The fair market value of the property pursuant to Debtor's  
16 Schedule "A" is \$225,000.00, less ten percent (10%) cost of marketing, less the first and second secured  
17 liens resulting in insufficient equity. Therefore, the secured creditor is not adequately protected. A true  
18 and correct copy of the Debtor's Schedule "A" is attached hereto as Exhibit "B".

19           6.       Secured Creditor has elected to initiate foreclosure proceedings on the Property with  
20 respect to the subject Trust Deed; however Secured Creditor is precluded from proceeding to publish  
21 the necessary notices and commence said foreclosure action during the pendency of this Bankruptcy.

22           7.       Secured Creditor has incurred to date attorney's fees of approximately \$750.00.

23           8.       Secured Creditor urges that this Court issue and Order herein permitting this Secured  
24 Creditor to proceed to a Foreclosure Sale of the Property, including necessary action to obtain  
25 possession of the Property.  
26

9. Secured Creditor's Information Sheet as to the extent of liens and encumbrances against

the subject property is attached hereto as Exhibit "C" and incorporated herein by reference. Secured

Creditor will seek leave of Court to specify any further encumbrances against the subject property at

the time of hearing.

10. Yvette Weinstein has been appointed by this Court the Chapter 7 Trustee in this instant

Bankruptcy proceeding. By virtue of the position as Trustee of the estate of Debtor herein, Debtor

holds title to the subject property in that capacity. To the extent the relief sought herein is granted,

Respondent, Yvette Weinstein, Trustee, is bound any such judgment.

11. This Court has jurisdiction of this action pursuant to the provisions of 11 U.S.C. Section

362(d).

WHEREFORE, Secured Creditor prays judgment as follows:

(1) For an order granting relief from the Automatic Stay, and permitting this Secured

Creditor to move ahead with foreclosure proceedings under this Secured Creditor's Trust Deed and to

sell the subject property at a Foreclosure Sale under the terms of said Trust Deed, including necessary

action to obtain possession of the Property.

(2) That a finding that Rule 4001(a)(3) of the Rules of Federal Bankruptcy Procedure is not

applicable and Secured Creditor may immediately enforce and implement the order granting relief from

the automatic stay.

(3) In the alternative, an Order requiring the Debtor to reinstate and maintain all obligations

due under all of the trust deeds encumbering the subject property and further allowing Secured Creditor

with the remedies to proceed with foreclosure should the Debtor not maintain payments.

26 ///

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1 (4) For attorneys' fees and costs of suit incurred herein.

2 (5) For such other and further relief as this Court deems appropriate.

3 DATED 10-6-09.

4 **WILDE & ASSOCIATES**

5  
6 By /S/GREGORY L. WILDE

7 **GREGORY L. WILDE, ESQ.**

8 Attorney for Secured Creditor

9 208 South Jones Boulevard

10 Las Vegas, Nevada 89107

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B8 (Form 8) (12/08)

**United States Bankruptcy Court**  
**District of Nevada**

In re Ashley A. Gebow

Debtor(s)

Case No. \_\_\_\_\_

Chapter 7

**CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION**

**PART A - Debts secured by property of the estate. (Part A must be fully completed for EACH debt which is secured by property of the estate. Attach additional pages if necessary.)**

Property No. 1	
<b>Creditor's Name:</b> FORD CRED	<b>Describe Property Securing Debt:</b> 2006 Ford Mustang
Property will be (check one): <input type="checkbox"/> Surrendered <span style="margin-left: 150px;"><input checked="" type="checkbox"/> Retained</span>	
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input checked="" type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is (check one): <input checked="" type="checkbox"/> Claimed as Exempt <span style="margin-left: 150px;"><input type="checkbox"/> Not claimed as exempt</span>	

Property No. 2	
<b>Creditor's Name:</b> HSBC MORTGAGE CORP USA	<b>Describe Property Securing Debt:</b> 6681 Rumba Court Las Vegas, Nevada 89139 (Surrender)
Property will be (check one): <input checked="" type="checkbox"/> Surrendered <span style="margin-left: 150px;"><input type="checkbox"/> Retained</span>	
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is (check one): <input type="checkbox"/> Claimed as Exempt <span style="margin-left: 150px;"><input checked="" type="checkbox"/> Not claimed as exempt</span>	

EXHIBIT 

B6A (Official Form 6A) (12/07)

In re Ashley A. Gebow

Case No. \_\_\_\_\_

Debtor

**SCHEDULE A - REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

**Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
6681 Rumba Court Las Vegas, Nevada 89139 (Surrender)	Residence	-	225,000.00	363,091.00

Sub-Total >	225,000.00	(Total of this page)
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Total >	225,000.00
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(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

**\*\* SECTION 362 INFORMATION SHEET \*\***Ashley Gebow  
DEBTOR(S)Chapter 7  
Case No.: 09-27958-mknBank of America, National Association as seccessor by merger to LaSalle Bank National Association, as  
Trustee for the C-Bass Mortgage Loan Asset-BACKed Certificates, Series 2006-CB7

MOVANT

PROPERTY INVOLVED IN THIS MOTION: 6681 Rumba Court, Las Vegas NV 89139

NOTICE SERVED ON: Debtor(s) \_\_\_\_x\_\_\_\_; Debtor (s) Counsel \_\_\_\_x\_\_\_\_; Trustee \_\_\_\_x\_\_\_\_

DATE OF SERVICE: \_\_\_\_\_

**MOVING PARTY'S CONTENTIONS:**

The EXTENT and PRIORITY of LIENS:

1<sup>st</sup> Bank of America, National Association as  
seccessor by merger to LaSalle Bank National  
Association, as Trustee for the C-Bass Mortgage  
Loan Asset-BACKed Certificates, Series 2006-  
CB7 (PB\$288,884.12)2<sup>nd</sup> HSBC Mortgage Corp USA (PB\$74,207.00)

Other: Internal Revenue Services (\$7,890.00)

Total Encumbrances: \$370,981.12

APPRAISAL or OPINION as to VALUE:

"Per attached Schedule "A" \$225,000.00

**TERMS OF MOVANT'S CONTRACT  
WITH THE DEBTOR**

Amount of Note: \$288,920.00

Interest Rate: 9.375

Duration: 30 Year

Payment Per Month: \$ 2,500.80

Date of Default: June 1, 2009

Date of Notice of Default: September 9, 2009

SPECIAL CIRCUMSTANCES: I, Gregory L.

Wilde, hereby certify that an attempt has been made to  
confer with debtor(s) counsel, or with debtor(s) and  
that more than two (2) business days have expired, and  
that after sincere effort to do so, counsel has been  
unable to resolve this matter without court action.

SUBMITTED BY: \_\_\_\_\_

SIGNATURE: /S/GREGORY L. WILDE

**DEBTOR'S CONTENTIONS:**

The EXTENT and PRIORITY of LIENS:

1<sup>st</sup> \_\_\_\_\_2<sup>nd</sup> \_\_\_\_\_

Total Encumbrances: \$ \_\_\_\_\_

APPRAISAL or OPINION as to VALUE:

**OFFER OF "ADEQUATE****PROTECTION" FOR MOVANT:**

SPECIAL CIRCUMSTANCES:

SUBMITTED BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_